

EXHIBIT 7

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP

Harold A. Barza (Bar No. 80888)

2 halbarza@quinnemanuel.com

Bruce E. Van Dalsem (Bar No. 124128)

3 brucevandalsem@quinnemanuel.com

Ian S. Shelton (Bar No. 264863)

4 ianshelton@quinnemanuel.com

Matthew S. Hosen (Bar No. 291631)

5 matthosen@quinnemanuel.com

865 South Figueroa Street, 10th Floor

6 Los Angeles, California 90017-2543

Telephone: (213) 443-3000

7 Facsimile: (213) 443-3100

8 *Of Counsel:*

9 DECHERT LLP

Robert A. Cohen (admitted *pro hac vice*)

10 robert.cohen@dechert.com

1095 Avenue of the Americas

11 New York, New York 10036

Telephone: (212) 698-3500

12 Facsimile: (212) 698-3599

13 Attorneys for Plaintiff NML Capital, Ltd.

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16

17 NML CAPITAL, LTD.,

18 Plaintiff,

19 vs.

20 SPACE EXPLORATION
TECHNOLOGIES CORP., aka
21 SPACEX, a Delaware corporation; THE
REPUBLIC OF ARGENTINA, a foreign
22 state, including its *COMISION*
NACIONAL DE ACTIVIDADES
23 *ESPACIALES*, aka CONAE, a political
subdivision of the Argentine State; and
24 DOES 1-10,

25 Defendants.

CASE NO. 14 CV 02262-SVW-Ex

Hon. Stephen V. Wilson

**PLAINTIFF'S FIRST REQUEST
FOR PRODUCTION TO
DEFENDANT SPACE
EXPLORATION
TECHNOLOGIES CORP.**

1 PROPOUNDING PARTY: PLAINTIFF NML CAPITAL, LTD.
 2 RESPONDING PARTY: DEFENDANT SPACE EXPLORATION
 3 TECHNOLOGIES CORP., aka SpaceX
 4 SET NO.: ONE

5 INTRODUCTION

6 Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiff
 7 NML Capital, Ltd. (“NML”) hereby requests that Defendant Space Exploration
 8 Technologies Corp., aka SpaceX produce the following articles, documents, or
 9 things for inspection or copying within thirty (30) days after service of these
 10 requests (the “Requests”), subject to the Definitions and Instructions set forth
 11 herein, at the offices of Quinn Emanuel Urquhart & Sullivan, LLP, 865 S. Figueroa
 12 Street, 10th Floor, Los Angeles, California 90017-2543. Defendant shall be
 13 obligated to supplement its responses to the Requests and its production of
 14 documents at such times and to the extent required by the Federal Rules of Civil
 15 Procedure.

16 DEFINITIONS

17 The following definitions apply to these Requests and shall have the
 18 following meanings and rules of construction, unless the context requires otherwise.
 19 Nothing set forth below is intended to narrow the scope of discovery permitted by
 20 the Federal Rules of Civil Procedure, and the definitions and Requests should be
 21 read as broadly as permitted by those rules.

22 1. “YOU,” “YOUR,” “SPACEX” or “Defendant” means Space
 23 Exploration Technologies Corp. and all predecessors-in-interest and successors-in-
 24 interest, all past or present parents, subsidiaries, divisions and affiliates, any
 25 companies that have a controlling interest in SPACEX, and any current or former
 26 employee, officer, director, agent, consultant, accountant, attorney or representative
 27 thereof, or anyone acting on its or their behalf.

1 2. “Argentina” means the Republic of Argentina and all branches,
2 commissions, committees, administrative units, political units, legal units, bodies,
3 divisions, political subdivisions, instrumentalities, agencies and departments, and
4 any current or former officers, officials, directors, ministers, attorneys, agents and
5 representatives thereof, or anyone acting on its or their behalf. For the avoidance of
6 doubt, the term “Argentina” includes “CONAE” as defined below.

7 3. “CONAE” means the Comisión Nacional De Actividades Espaciales
8 and all predecessors-in-interest and successors-in-interest, all past or present
9 branches, commissions, committees, administrative units, political units, legal units,
10 bodies, subsidiaries, divisions, departments and affiliates, any entities that have a
11 controlling interest in CONAE, and any current or former employee, officer,
12 director, agent, consultant, accountant, official, minister, attorney or representative
13 thereof, or anyone acting on its or their behalf.

14 4. “COMPLAINT” means NML’s Complaint for Creditor’s Suit filed
15 March 25, 2014 in the United States District Court for the Central District of
16 California (14-cv-02262).

17 5. “LAUNCH SERVICES CONTRACT” means the agreement or
18 agreements between Argentina and SPACEX relating to SPACEX's performance of
19 satellite launch services for two Argentine satellites, as referenced in the
20 COMPLAINT.

21 6. “LAUNCH SERVICE RIGHTS” means any contractual right, benefit,
22 interest, or power obtained as a result of entering into a contract or agreement with
23 SPACEX for the performance of satellite launch services, including but not limited
24 to the right to a satellite launch date and launch site, the right to a rocket to deliver a
25 satellite into orbit, and the right to all of the services required for delivering a
26 satellite into orbit around the Earth.

27 7. “VANDENBERG LAUNCH SITE” means the Vandenberg Air Force
28 Base Space Launch Complex in California.

1 8. “DOCUMENT” or “DOCUMENTS” means all “writings” and
2 “recordings” as those terms are defined in Rule 1001 of the Federal Rules of
3 Evidence and Rule 34 of the Federal Rules of Civil Procedure and shall include all
4 writings, including but not limited to handwriting, typewriting, printing, image,
5 photograph, photocopy, digital file of any kind, transmittal by (or as an attachment
6 to) electronic mail (including instant messages and text messages) or facsimile,
7 video and audio recordings, and every other means of recording upon any tangible
8 thing, any form of COMMUNICATION or representation, and any record thereby
9 created, regardless of the manner in which the record has been stored, and all non-
10 identical copies of such DOCUMENTS, in the possession, custody, or control of
11 YOU or any other PERSON acting on YOUR behalf.

12 9. “COMMUNICATION” or “COMMUNICATIONS” means, without
13 limitation, any transmittal, disclosure, transfer or exchange of any statement, fact,
14 idea, DOCUMENT, question, instruction, demand, or other information by any
15 medium, whether by oral, written or other means, including but not limited to
16 electronic communications and electronic mail.

17 10. “REFERRING OR RELATING TO” means referring to, relating to,
18 discussing, constituting, evidencing, pertaining to, mentioning, supporting,
19 contradicting, negating, bearing on, touching on, containing, embodying, reflecting,
20 identifying, stating, dealing with, concerning, commenting on, responding to,
21 relevant to, or describing.

22 11. “ANY” as used in these Requests includes the word “ALL,” and the
23 word “ALL” as used in these Requests includes the word “ANY.”

24 12. The singular form of a noun or pronoun includes within its meaning the
25 plural form of the noun or pronoun so used, and vice versa; the use of the masculine
26 form of a pronoun also includes within its meaning the feminine form of the
27 pronoun so used, and vice versa; the use of any tense of any verb includes within its
28 meaning all other tenses of the verb so used, whenever such construction results in a

1 broader request for information; and “and” includes “or” and vice versa, whenever
2 such construction results in a broader disclosure of documents or information.

3 **INSTRUCTIONS**

4 1. YOU are required to produce every DOCUMENT requested that is in
5 your possession, custody, or control.

6 2. In the event YOU object to any Request set forth below on the grounds
7 that the Request is overbroad for any reason, YOU are requested to respond to the
8 Request as narrowed in a way that renders it not overbroad in YOUR opinion, and
9 state the extent to which YOU have narrowed that request for purposes of YOUR
10 response.

11 3. These Requests shall be deemed to be continuing so as to require
12 supplemental productions as YOU obtain additional DOCUMENTS between the
13 time of the initial production hereunder and the time of trial in this action.

14 4. These Requests require the production of original tangible things in the
15 same form and in the same order as they are kept in the usual course of business.
16 The titles or other description on the boxes, file folders, bindings, or other container
17 in which tangible things are kept are to be left intact.

18 5. DOCUMENTS should be produced in their complete and unaltered
19 form. Attachments to DOCUMENTS should not be removed. The DOCUMENTS
20 should not be cut-up, pasted over, redacted or altered in any way for any reason,
21 including alleged irrelevance. If emails are produced that had attachments, the
22 attachments shall be attached when produced.

23 6. The fact that a DOCUMENT is produced by another party to this action
24 does not relieve YOU of the obligation to produce YOUR copy of the same
25 DOCUMENT, even if the two DOCUMENTS are identical.

26 7. All DOCUMENTS are to be produced, organized, and labeled to
27 correspond with the categories in this Request for the Production of Documents.

1 8. All claims of privilege are governed by Federal Rule of Civil Procedure
2 26.

3 9. Notwithstanding the assertion of any objections, any purportedly
4 privileged DOCUMENTS containing non-privileged matter must be disclosed, with
5 the purportedly privileged portion redacted. A privilege log shall be produced with
6 the DOCUMENT responsive to these requests listing the privilege which is being
7 claimed and, if the privilege is governed by state law, indicate the state's privilege
8 rule being invoked; and provide the following information: (i) the type of
9 DOCUMENT, e.g., letter or memorandum; (ii) the general subject matter of the
10 DOCUMENT; (iii) the date of the DOCUMENT; and (iv) the author of the
11 DOCUMENT, the addressees of the DOCUMENT, and any other recipients, and,
12 where not apparent, the relationship of the author, addressees, and recipients to each
13 other.

14 10. In the event that any DOCUMENT called for by these Requests has
15 been destroyed or discarded, that DOCUMENT is to be identified by stating:

16 (i) the date and type of the DOCUMENT, the author(s) and all
17 recipients;

18 (ii) the DOCUMENT's date, subject matter, number of pages, and
19 attachments or appendices;

20 (iii) the date of destruction or discard, manner of destruction or
21 discard, and reason for destruction or discard;

22 (iv) the persons who were authorized to carry out such destruction or
23 discard;

24 (v) the persons who have knowledge of the content, origins,
25 distribution and destruction of the DOCUMENT; and

26 (vi) whether any copies of the DOCUMENT exist and, if so, the
27 name of the custodian of each copy.

28

11. Electronically stored information shall be produced in the form in which it is stored, with all metadata intact.

12. Unless otherwise specified, the time period covered by each Request is January 1, 2010 through the present.

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1:

Each LAUNCH SERVICES CONTRACT, in its originally executed form and ANY amended form.

REQUEST FOR PRODUCTION NO. 2:

ALL DOCUMENTS REFERRING OR RELATING TO amendments to ANY LAUNCH SERVICES CONTRACT.

REQUEST FOR PRODUCTION NO. 3:

ALL DOCUMENTS that constitute or reference COMMUNICATIONS between Argentina and SPACEX REFERRING OR RELATING TO ANY LAUNCH SERVICES CONTRACT including but not limited to payments by Argentina and/or CONAE to SPACEX, Argentina's guarantee of ANY of CONAE's obligations under ANY LAUNCH SERVICES CONTRACT, launch dates, the VANDENBERG LAUNCH SITE, critical design review meetings, launches, technical interchange meetings, and ANY other launch preparation meetings, the COMPLAINT, and ANY efforts to amend or cancel the LAUNCH SERVICES CONTRACT in light of the COMPLAINT.

REQUEST FOR PRODUCTION NO. 4:

All DOCUMENTS that constitute or reference COMMUNICATIONS between CONAE and SPACEX REFERRING OR RELATING TO ANY LAUNCH SERVICES CONTRACT including but not limited to payments by Argentina and/or CONAE to SPACEX, Argentina's guarantee of ANY of CONAE's obligations under ANY LAUNCH SERVICES CONTRACT, launch dates, the VANDENBERG LAUNCH SITE, critical design review meetings, launches, technical interchange meetings, and ANY other launch preparation meetings, the COMPLAINT, and ANY efforts to amend or cancel the LAUNCH SERVICES CONTRACT in light of the COMPLAINT.

REQUEST FOR PRODUCTION NO. 5:

All DOCUMENTS REFERRING OR RELATING TO ANY LAUNCH SERVICES CONTRACT including but not limited to DOCUMENTS REFERRING OR RELATING TO payments by Argentina and/or CONAE to SPACEX, Argentina's guarantee of ANY of CONAE's obligations under ANY LAUNCH SERVICES CONTRACT, launch dates, the VANDENBERG LAUNCH SITE and the COMPLAINT.

REQUEST FOR PRODUCTION NO. 6:

ALL DOCUMENTS REFERRING OR RELATING TO technical interchange meetings, critical design review meetings or ANY other launch planning meeting for ANY launch contemplated under the LAUNCH SERVICES CONTRACT including but not limited to the meeting minutes and/or action items resulting from such meetings.

1 **REQUEST FOR PRODUCTION NO. 7:**

2 DOCUMENTS sufficient to show the prices currently charged by SpaceX
3 for SpaceX launch services.

4
5 **REQUEST FOR PRODUCTION NO. 8:**

6 DOCUMENTS sufficient to show SpaceX's most current flight manifest for
7 the years 2015 - 2018.

8
9 **REQUEST FOR PRODUCTION NO. 9:**

10 DOCUMENTS sufficient to show ALL payments made by Argentina to
11 SpaceX in consideration of ANY LAUNCH SERVICES CONTRACT.

12
13 **REQUEST FOR PRODUCTION NO.10:**

14 DOCUMENTS REFERRING OR RELATING TO ALL payments made by
15 CONAE to SpaceX in consideration of ANY LAUNCH SERVICES
16 CONTRACT.

17
18 **REQUEST FOR PRODUCTION NO.11:**

19 DOCUMENTS REFERRING OR RELATING TO ALL payments and/or
20 refunds made by SpaceX to Argentina and/or CONAE.

21
22 **REQUEST FOR PRODUCTION NO. 12:**

23 DOCUMENTS REFERRING OR RELATING TO ALL SpaceX clients
24 preapproved to launch their satellites from the VANDENBERG LAUNCH SITE.

25
26 **REQUEST FOR PRODUCTION NO. 13:**

27 DOCUMENTS REFERRING OR RELATING TO ALL instances in which
28 SpaceX launch services have been assigned from one PERSON to another.

PERSON, including documents sufficient to identify the PERSON assigning the launch services, the assignee, the launch dates associated with the SPACE X launch services, and the circumstances surrounding the assignment.

REQUEST FOR PRODUCTION NO.14:

DOCUMENTS REFERRING OR RELATING TO ALL SPACE X policies REFERRING OR RELATING TO permitting the assignment of LAUNCH SERVICE RIGHTS from one PERSON to another PERSON.

REQUEST FOR PRODUCTION NO.15:

DOCUMENTS REFERRING OR RELATING TO ALL instances in which SPACE X changed the date of a satellite launch at the request of the holder of LAUNCH SERVICE RIGHTS, including documents sufficient to identify the LAUNCH SERVICE RIGHTS holder, the originally scheduled date launch, the modified launch date, and the circumstances surrounding the change in the launch date.

REQUEST FOR PRODUCTION NO. 16:

DOCUMENTS REFERRING OR RELATING TO ALL instances in which SPACE X changed the satellite launch site at the request of the holder of LAUNCH SERVICE RIGHTS, including documents sufficient to identify the LAUNCH SERVICE RIGHTS holder, the original launch site contracted for, the modified launch site, and the circumstances surrounding the change in launch site.

REQUEST FOR PRODUCTION NO. 17:

DOCUMENTS sufficient to identify the manufacturer of the Argentina/CONAE satellites to be launched by SPACE X under the LAUNCH SERVICES CONTRACT.

REQUEST FOR PRODUCTION NO. 18:

Aside from the Argentina/CONAE satellites contemplated to be launched under the LAUNCH SERVICES CONTRACT, DOCUMENTS sufficient to identify ALL payloads, if any, that are to be included on the SPACEEX launch vehicles used to launch such satellites.

REQUEST FOR PRODUCTION NO. 19:

All DOCUMENTS REFERRING OR RELATING TO ALL technical models provided to SPACEEX by Argentina, including, but not limited to, finite element models, structural models, mass models, fuel models, and thermal models.

REQUEST FOR PRODUCTION NO. 20:

All DOCUMENTS REFERRING OR RELATING TO ALL technical models provided to SPACEEX by CONAE, including, but not limited to, finite element models, structural models, mass models, fuel models, and thermal models.

REQUEST FOR PRODUCTION NO. 21:

All DOCUMENTS that constitute or reference COMMUNICATIONS REFERRING OR RELATING a SPACEEX customer requesting to purchase the LAUNCH SERVICE RIGHTS of another SPACEEX customer.

REQUEST FOR PRODUCTION NO. 22:

All DOCUMENTS that constitute or reference COMMUNICATIONS REFERRING OR RELATING TO SPACEEX relocating a scheduled launch from the VANDENBERG LAUNCH SITE to the SPACEEX launch site at Cape Canaveral, Florida.

1 **REQUEST FOR PRODUCTION NO. 23:**

2 All DOCUMENTS REFERRING OR RELATING TO ANY restrictions in
3 the LAUNCH SERVICES CONTRACT that might limit the ability of NML to take
4 possession of, market, or sell Argentina's LAUNCH SERVICE RIGHTS.
5

6 **REQUEST FOR PRODUCTION NO. 24:**

7 DOCUMENTS REFERRING OR RELATING TO ALL executory or
8 unfulfilled obligations of CONAE and/or Argentina under the LAUNCH
9 SERVICES CONTRACT on which its entitlement for Launch Service Rights are
10 predicated, including but not limited to payments not yet made or that have not yet
11 come due.
12

13 DATED: January 26, 2015

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

14
15
16 By _____

Bruce E. Van Dalsem

Harold A. Barza

Ian S. Shelton

Matthew S. Hosen

Attorneys for Plaintiff NML Capital, Ltd.
20
21
22
23
24
25
26
27
28